

Article 25

COMPENSATION

A. Rates of Compensation.

1. Fiscal Year 2012-2013.

- a. On October 1, 2012 the base hourly rate in effect at 11:59 p.m. on September 30, 2012, for each step in the Bargaining Units shall be increased by 1% (one percent).
- b. At the end of the first full pay period in October, 2012, each full-time employee who is on the payroll as of October 2, 2012, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2011, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2012, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2011, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2011, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

At the end of the first full pay period in October, 2012, or the first subsequent pay period in Fiscal Year 2012-13 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2012, and who was either: 1) on the payroll on October 1, 2011, 2) on furlough on October 1, 2011, 3) on seasonal layoff on October 1, 2011, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2011, and September 30, 2012, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2011, and September 30, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2012.

2. Fiscal Year 2013-2014.

- a. At the end of the first full pay period in October, 2013, each full-time employee who is on the payroll as of October 2, 2013, and who has accumulated no less than two thousand eighty (2080) hours of current continuous service since October 1, 2012, shall be paid a one-time cash payment of 1% of the annualized base hourly rate of pay in effect as of October 2, 2013, which shall not be rolled into the base wage. For a full-time employee who has accumulated less than two thousand eighty (2080) hours of current continuous service since October 1, 2012, this payment shall be

pro-rated based on the ratio between the employee's actual continuous service hours earned after October 1, 2012, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2013.

At the end of the first full pay period in October, 2013, or the first subsequent pay period in Fiscal Year 2013-14 for which the employee receives a pay check, each permanent-intermittent employee, part-time employee or seasonal employee, who is on the payroll as of October 2, 2013, and who was either: 1) on the payroll on October 1, 2012, 2) on furlough on October 1, 2012, 3) on seasonal layoff on October 1, 2012, who has accumulated less than two thousand eighty (2080) hours of current continuous service between October 1, 2012, and September 30, 2013, shall be paid a one-time cash payment which shall not be rolled into the base wage. For each such employee, this payment shall be pro-rated based on the ratio between the employee's actual continuous service hours earned between October 1, 2012, and September 30, 2013, and two thousand eighty (2080) hours, times 1% of the annualized base hourly rate of pay in effect as of October 2, 2013.

3. Rates Of Compensation.

Effective October 1, 2005, a new base step will be added to each level of each pay range which shall be the current base step minus the difference between the current base step and the first step. In the event that the creation of such a new base step results in an employee employed in this bargaining unit on January 1, 2005 being placed at a lower pay rate upon promotion than they would have received under the pay range structure in place on September 30, 2005, the Employer will utilize provisions of Civil Service Regulation 5.01 Section 3.d.3.a(3) to grant an additional step.

B. Longevity.

[See Appendix G]

C. Standby Pay. Any unit employee who is required in writing by the Employer to standby for recall to duty shall receive one (1) hour's pay for each five (5) hours of time spent on standby.

D. Call-Back Pay. Call-back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Call-back pay shall not be paid to employees whose call-back time is contiguous to their regularly scheduled hours.

In accordance with the provisions of this Article, call-back pay shall be paid as follows:

1. Employees at the 9 (IV) and 10 (V) levels shall be eligible for a minimum of two (2) hours call-back pay in the event such employees are called back to work.
2. Employees at the 11 (VI) level and above shall be eligible for a minimum of three (3) hours compensatory time in the event such employees are called back to work.

If an employee has been placed on standby as provided by this Agreement, and is called back during that time, standby pay shall cease at the point in time the employee is called back.

- E. Shift Differential. Employees shall be paid a shift differential of five percent (5%) per hour above their base rate for all hours worked in a day if fifty percent (50%) or more of their regular schedule for that day falls between 4:00 pm and 5:00 am.
- F. Heights And Tunnels Premium. All unit employees shall be eligible for \$1.00 per hour premium for each hour worked for a minimum of four (4) hours per day, for work in:
1. High structures in excess of forty (40) feet, requiring the use of scaffolding or safety harnesses; work performed from "safety buckets" (aerial equipment) is not considered high structure work.
 2. Pressurized tunnels (new construction or reconstruction); work in "caissons" is not considered tunnel work.
- G. P-Rate. Eligibility for P-rate shall be in accordance with Bureau of Classification Procedure 13 in effect on the date this Agreement is approved by the Civil Service Commission.

An employee working in a "covered position" within the meaning of P.A. 302 of 1977, as amended is eligible for P-Rate. This provision shall become effective immediately upon approval of this Agreement by the Civil Service Commission.

For Retention/High Security Pay Premium see Appendix H.

- H. Jury And Witness Duty/Fees. An employee is entitled to administrative leave (time off with full pay) while serving on jury duty. To be eligible for administrative leave, the employee must reimburse the Employer any compensation received, excluding travel/meal reimbursement. The employee may elect to use annual leave, accrued compensatory time, or lost time and keep the compensation paid by the court. Upon being notified of jury duty, an employee shall provide notice to the Employer and thereafter advise the Employer of the jury duty schedule on a daily basis. When not selected for actual service, and only on call, the employee shall report for work as scheduled. To receive administrative leave, the employee must:

1. Provide a copy of the jury duty summons to his/her supervisor;
2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day;
3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested;
4. Submit the jury duty pay stub as soon as it is received together with a payment equal to the jury duty pay, in accordance with departmental procedures.

An employee requested or subpoenaed to appear before a court as a witness for the people is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the department for any witness fees received, up to the amount of their salary, and for any travel expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with state standardized travel regulations.

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the people, he/she will not be considered as being on duty, nor will administrative leave be granted. Any authorized absence shall be charged to annual leave and the employee may retain any expenses or monies received from the court. If any court appearance is required as a result of conduct occurring in the course of employment where the employee had a reasonable basis for believing the alleged conduct was within the scope of his/her authority, the employee will be considered as being on duty.

- I. Pharmacists. Effective October 1, 1996 all pay rates applicable to Pharmacist classes in the bargaining unit shall be increased by \$1.00 per hour prior to implementation of the 1.0% general increase previously agreed.

Pharmacists shall be paid an additional 10 percent at all steps in the pay ranges effective October 1, 2005, prior to any across the board increase.

Additionally, effective October 1, 2005 an optional signing bonus may be paid to attract eligible pharmacists who possess skills that are in high market demand. A one-time lump sum bonus of up to \$2,500 may, at the employer's option, be paid to new hires. Current employees are not eligible for the bonus. The bonus will only be paid to secure a commitment from a highly qualified candidate and when filling hard-to-fill positions. The employee must agree to pay back the entire bonus including tax withholding thereon, if the employee leaves the department within one year of the appointment. Payback remittances are owed and payable in full within 30 calendar days of the termination date. Such remittance shall be taken as a negative gross

pay adjustment from the employee's final pay warrant, if possible. The signing bonus is paid as a gross pay adjustment with the employee's first pay warrant.

Pharmacists with five (5) or more years of service as of November 1, 2006, will receive a one-time retention bonus. Such payment will be the gross sum of \$1,500 made on the first pay date in December 2006.

- J. Toxicologists. Effective October 1, 1996 Toxicologist classes shall be placed in the following pay ranges:

<i>Level</i>	<i>Old Range</i>	<i>New Range</i>
9	730	732
10	733	734
P11	735	737
12	738	741
Spl 12	738	741
Spl 13	742	744
Spl 14	745	746
Spl 15	746	747

If additional levels within the Toxicologist class series are created, the parties agree to meet to determine the appropriate pay range with the intent being to assign any new Toxicologist levels to the pay ranges currently in use for the Epidemiologist class at the same level.

- K. Forensic Scientists. Effective October 1, 1999 Forensic Scientist classes shall be placed in the following pay ranges:

LEVEL	OLD	NEW
9	730	730
10	733	727
P11	735	728
12	738	729
SPL13	742	570

Effective October 1, 2005, forensic scientists shall be paid the gross sum of \$500 per year as a clothing/cleaning allowance. Such payment shall be made on the first pay date in December.

- L. Effected Pay Rate Changes. The parties agree that pay rate changes as an employee moves from entry to intermediate to journey level classifications shall be as defined in the Civil Service Compensation Plan, Procedure 1, VI, except that historical patterns shall continue to apply notwithstanding the impact of lump sum or other general pay adjustments that have the effect of altering the historical pattern.
- M. Severance Pay / Department of Community Health. In recognition of the fact that the de-institutionalization of the Department of Community Health resident population has resulted and will continue to result in the layoff of a large number of state employees, and in recognition of the fact that such layoffs are likely to result in the permanent termination of the employment relationship the parties hereby agree to the establishment of severance pay for certain unit employees. The severance pay shall be administered in accordance with the provisions of the Civil Service Compensation Plan and these provisions are incorporated into this Agreement by reference in their entirety.